

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**GMACM Mortgage Loan Trust 2004-AR1**

36185NX21  
36185NX39  
36185NX47  
36185NX54  
36185NX62  
36185NX70  
36185NX88  
36185NX96  
36185NY20  
36185NY38  
36185NY46  
36185NY53  
36185NY61  
36185NY79  
36185NY87  
36185NY95  
36185NZ29  
36185NZ37  
36185NZ45  
36185NZ52  
36185NZ60

**GMACM Mortgage Loan Trust 2004-AR2**

36185N3R9  
36185N3S7  
36185N3T5  
36185N3U2  
36185N3V0  
36185N3W8  
36185N3X6  
36185N3Y4  
36185N3Z1  
36185N4A5  
36185N4B3  
36185N4C1  
36185N4D9

**GMACM Mortgage Loan Trust 2004-GH1**

36185HDW0  
36185HDX8  
36185HDY6  
36185HDZ3  
36185HEA7  
36185HEB5  
36185HEC3  
36185HED1  
36185HEE9  
N/C107490  
N/C107495  
N/C107496

**GMACM Mortgage Loan Trust 2004-J1**

36185NT26  
36185NT34  
36185NT42  
36185NT59  
36185NT83  
36185NT91  
36185NU24  
36185NU32  
36185NU57  
36185NU65  
36185NU73  
36185NU81  
36185NU99  
36185NV23  
36185NV31  
36185NV49  
36185NV56  
36185NV64  
36185NV72  
36185NV80  
36185NV98  
36185NW22  
36185NW30  
36185NW48  
36185NW55  
36185NW63  
36185NW71  
36185NW89  
36185NW97

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**GMACM Home Loan Trust 2004-HLTV1**

36185HDT7  
36185H DU4  
36185H DV2

**GMACM Mortgage Loan Trust 2004-J2**

36185N2A7  
36185N2B5  
36185N2C3  
36185N2D1  
36185N2E9  
36185N2F6  
36185N2G4  
36185N2H2  
36185N2J8  
36185N2K5  
36185N2L3  
36185N2M1  
36185N2N9  
36185N2P4  
36185N2Q2  
36185N2R0  
36185N2S8  
36185N2T6  
36185N2U3  
36185N2Z78

**GMACM Mortgage Loan Trust 2004-J3**

36185N2V1  
36185N2W9  
36185N2Y5  
36185N2Z2  
36185N3A6  
36185N3B4  
36185N3C2  
36185N3D0  
36185N3E8  
36185N3F5  
36185N3G3  
36185N3H1  
36185N3J7  
36185N3K4  
36185N3L2  
36185N3M0  
36185N3N8  
36185N3P3  
36185N3Q1

**GMACM Mortgage Loan Trust 2004-J4**

36185N4E7  
36185N4F4  
36185N4H0  
36185N4J6  
36185N4K3  
36185N4L1  
36185N4N7  
36185N4P2  
36185N4Q0  
36185N4R8  
36185N4S6  
36185N4T4  
36185N4U1  
36185N4V9  
36185N4W7  
36185N4X5

**GMACM Mortgage Loan Trust 2004-J5**

36185N4Y3  
36185N4Z0  
36185N5A4  
36185N5B2  
36185N5C0  
36185N5D8  
36185N5E6  
36185N5F3  
36185N5G1  
36185N5H9  
36185N5J5  
36185N5K2  
36185N5L0  
36185N5M8  
36185N5N6  
36185N5P1  
36185N5Q9  
36185N5R7

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**GMACM Mortgage Loan Trust 2004-J6**

36185N5S5  
36185N5T3  
36185N5U0  
36185N5V8  
36185N5W6  
36185N5X4  
36185N5Y2  
36185N5Z9  
36185N6A3  
36185N6B1  
36185N6C9  
36185N6D7  
36185N6E5  
36185N6F2  
36185N6G0  
36185N6H8  
36185N6K1  
36185N6L9

**GMACM Mortgage Loan Trust 2005-AR1**

76112BKK5  
76112BKL3  
76112BKM1  
76112BKN9  
76112BKP4  
76112BKQ2  
76112BKRO  
76112BKS8  
76112BKT6  
76112BKU3  
76112BKV1  
76112BKW9  
76112BKX7  
76112BKY5

**GMACM Mortgage Loan Trust 2005-AR2**

36185N2R6  
36185N6M7  
36185N6N5  
36185N6P0  
36185N6Q8  
36185N6S4  
36185N6T2  
36185N6U9  
36185N6V7  
36185N6W5  
36185N6X3

**GMACM Mortgage Loan Trust 2006-AR2**

36185MET5  
36185MEU2  
36185MEV0  
36185MEW8  
36185MEX6  
36185MEZ1  
36185MFA5  
36185MFB3  
36185MFC1  
36185MFD9  
36185MFE7  
36185MFF4  
36185MFG2  
36185MFH0  
36185MFJ6  
36185MFK3  
36185MFL1

**GMACM Home Loan Trust 2006-HLTV1**

36185HEF6  
36185HEG4  
36185HEH2  
36185HEJ8  
36185HEK5  
N/C133485

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**GMACM Home Equity Loan Trust 2006-HE1**

361856ER4  
N/C133479

**GMACM Home Equity Loan Trust 2006-HE2**

38011AAB0  
38011AAC8  
38011AAD6

**GMACM Home Equity Loan Trust 2006-HE3**

38012TAA0  
38012TAB8  
38012TAC6  
38012TAD4  
38012TAE2  
N/A142614

**GMACM Home Equity Loan Trust 2006-HE5**

38012EAA3  
38012EAB1  
38012EAC9

**GMACM Home Equity Loan Trust 2007-HE2**

36186LAA1  
36186LAB9  
36186LAC7  
36186LAD5  
36186LAE3  
36186LAF0  
36186LAG8  
N/C160336  
N/C160337

**GMACM Home Equity Loan Trust 2007-HE3**

36186MAA9  
36186MAB7  
36186MAC5  
36186MAD3  
36186MAE1  
36186MAF8  
N/C165704  
N/C165705  
N/C165706

**RAMP Series 2004-KR1**

7609852E0  
7609852F7  
760985X89  
760985X97  
760985Y88  
760985Y96  
N/A94270  
N/A94271  
N/A95493

**RAMP Series 2004-KR2**

76112BCV0  
76112BCW8  
76112BCX6  
76112BDB3  
76112BDC1  
76112BDD9  
76112BDJ6  
76112BDK3  
N/C104555  
N/C104556  
N/C104557

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2004-RS1**

760985M73  
760985M81  
760985M99  
760985N49  
760985N56  
760985N64  
760985N72  
760985N80  
760985N98  
760985P21  
760985P62  
760985P70  
N/A82146  
N/A82147  
N/A82148  
N/A82149

**RAMP Series 2004-RS10**

76112BDS6  
76112BDT4  
76112BDU1  
76112BDV9  
76112BDW7  
76112BEC0  
76112BED8  
76112BEE6  
76112BEF3  
76112BEG1  
76112BEH9  
76112BEJ5  
N/C106148  
N/C106149  
N/C106150  
N/C106151

**RAMP Series 2004-RS11**

76112BFH8  
76112BFJ4  
76112BFK1  
76112BFL9  
76112BFM7  
76112BFN5  
N/C107783  
N/C107784

**RAMP Series 2004-RS12**

76112BFS4  
76112BFT2  
76112BFU9  
76112BFV7  
76112BFW5  
76112BFX3  
76112BFY1  
76112BGD6  
76112BGE4  
76112BGF1  
76112BGG9  
76112BGH7  
76112BGJ3  
N/C108738  
N/C108739  
N/C108740  
N/C108741  
N/C108742  
N/C108743

**RAMP Series 2004-RS2**

760985Q38  
760985Q46  
760985Q53  
760985Q61  
760985Q79  
760985Q87  
760985R37  
760985R45  
760985R52  
760985R94  
760985S28  
N/A92036  
N/A92037  
N/A92038  
N/A92039

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2004-RS3**

7609852C4  
760985V32  
760985V40  
760985V65  
760985V73  
760985V81  
760985V99  
N/A94284  
N/A94285

**RAMP Series 2004-RS4**

7609852X8  
7609852Y6  
7609853E9  
7609853F6  
7609853G4  
7609853H2  
7609853J8  
7609853K5  
7609853L3  
7609853N9  
7609853P4  
N/A95998  
N/A95999  
N/A96000  
N/A96001

**RAMP Series 2004-RS5**

7609853W9  
7609853Z2  
7609854A6  
7609854B4  
7609854D0  
7609854F5  
7609854G3  
7609854H1  
7609854J7  
7609854K4  
7609854L2  
7609854M0  
7609854N8  
N/A97460  
N/A97461  
N/A97462  
N/A97463

**RAMP Series 2004-RS6**

7609854X6  
7609855A5  
7609855B3  
7609855C1  
7609855D9  
7609855E7  
7609855F4  
7609855G2  
7609855H0  
7609855L1  
7609855M9  
7609855N7  
7609855P2  
7609855Q0  
7609856P1  
7609856Q9  
N/C98807  
N/C98808  
N/C98809  
N/C98810

**RAMP Series 2004-RS7**

7609857C9  
7609857D7  
7609857E5  
7609857F2  
7609857G0  
7609857J4  
7609857K1  
7609857L9  
7609857M7  
N/C100700  
N/C100701  
N/C100702  
N/C100703

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2004-RS8**

76112BAD2  
76112BAE0  
76112BAF7  
76112BAG5  
76112BAH3  
76112BAJ9  
76112BAM2  
76112BAN0  
76112BAP5  
76112BAQ3  
76112BAT7  
76112BAU4  
N/C103114  
N/C103115  
N/C103116  
N/C103117

**RAMP Series 2004-RS9**

76112BCF5  
76112BCG3  
76112BCH1  
76112BCM0  
76112BCN8  
76112BCP3  
76112BCQ1  
76112BCR9  
76112BDE7  
N/C104627  
N/C104628  
N/C104629  
N/C104630

**RAMP Series 2004-RZ1**

7609852B6  
760985T84  
760985T92  
760985U25  
760985U33  
760985U41  
760985U58  
760985U66  
760985U74  
N/A94504  
N/A94505  
N/A94506

**RAMP Series 2004-RZ2**

7609854S7  
7609854T5  
7609854U2  
7609854V0  
7609854W8  
7609856S5  
7609856T3  
N/C98823  
N/C98824  
N/C98825  
N/C98918  
N/C98919

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2004-RZ3**

76112BAY6  
76112BAZ3  
76112BBA7  
76112BBB5  
76112BBC3  
76112BBD1  
76112BBE9  
76112BBJ8  
76112BBK5  
76112BBL3  
76112BBM1  
76112BBN9  
76112BDG2  
76112BDH0  
N/C104592  
N/C104593  
N/C104594  
N/C104595  
N/C104596

**RAMP Series 2005-RS1**

76112BHV5  
76112BHW3  
76112BHX1  
76112BHY9  
76112BHZ6  
76112BJA9  
76112BJB7  
76112BJC5  
76112BJG6  
76112BJH4  
76112BJJ0  
76112BJK7  
76112BJL5  
76112BJM3  
76112BJN1  
N/C110290  
N/C110291  
N/C110292  
N/C110293

**RAMP Series 2004-RZ4**

76112BHF0  
76112BHG8  
76112BHH6  
76112BHJ2  
76112BHK9  
76112BHL7  
76112BHM5  
76112BHN3  
76112BHP8  
76112BHQ6  
N/A109040  
N/A109040  
N/C109041  
N/C109041

**RAMP Series 2005-RS2**

76112BJW1  
76112BKB5  
76112BKC3  
76112BKD1  
76112BKE9  
76112BKF6  
76112BKG4  
76112BKZ2  
N/C111831  
N/C111832



**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2005-RS3**

76112BLD0  
76112BLE8  
76112BLF5  
76112BLG3  
76112BLH1  
76112BLJ7  
76112BLK4  
76112BLL2  
76112BLM0  
76112BLN8  
76112BLP3  
76112BLQ1  
76112BLR9  
76112BND8  
N/A114662  
N/C113171  
N/C113172  
N/C113646  
N/C113647  
N/C113648

**RAMP Series 2005-RS4**

76112BPA2  
76112BPB0  
76112BPC8  
76112BPD6  
76112BPE4  
76112BPF1  
76112BPG9  
76112BPH7  
76112BPJ3  
N/C115787  
N/C115788  
N/C115789  
N/C115790  
N/C115791

**RAMP Series 2005-RS5**

76112BPU8  
76112BPV6  
76112BPW4  
76112BPX2  
76112BPY0  
76112BPZ7  
76112BQA1  
76112BQB9  
76112BQC7  
76112BQK9  
N/C117186  
N/C117187  
N/C117188  
N/C117189  
N/C117190

**RAMP Series 2005-RS6**

76112BTP5  
76112BTQ3  
76112BTR1  
76112BTS9  
76112BTT7  
76112BTU4  
76112BTV2  
76112BTW0  
76112BTX8  
76112BTY6  
76112BTZ3  
76112BVL1  
N/C119140  
N/C119141  
N/C119142  
N/C119143  
N/C119144

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2005-RS7**

76112BWV8  
76112BWW6  
76112BWX4  
76112BWY2  
76112BWZ9  
76112BXA3  
76112BXB1  
76112BXC9  
76112BXD7  
76112BXG0  
N/A120701  
N/C120702

**RAMP Series 2005-RS8**

76112BZF0  
76112BZG8  
76112BZJ2  
76112BZK9  
76112BZL7  
76112BZM5  
76112BZN3  
76112BZP8  
76112BZU7  
76112BZV5  
N/C125141  
N/C125142

**RAMP Series 2005-RS9**

76112BL73  
76112BL81  
76112BL99  
76112BM23  
N/A128298  
N/A128299

**RAMP Series 2005-RZ1**

76112BLX6  
76112BLY4  
76112BLZ1  
76112BMA5  
76112BMB3  
76112BMC1  
76112BMD9  
76112BME7  
76112BMF4  
76112BMG2  
76112BMH0  
76112BMJ6  
76112BMK3  
76112BNE6  
N/C113078  
N/C113080

**RAMP Series 2005-RZ2**

76112BWD8  
76112BWE6  
76112BWF3  
76112BWG1  
76112BWH9  
76112BWJ5  
76112BWK2  
76112BWL0  
76112BWM8  
76112BXJ4  
76112B XK1  
76112BXL9

**The Bank of New York Mellon & The Bank of New York Mellon Trust Company, N.A.**

**Exhibit A**

**RAMP Series 2005-RZ3**

76112BA26  
76112BA34  
76112BA42  
76112BA59  
76112BA67  
76112BA75  
76112BA83  
76112BA91  
76112BB41  
76112BB58  
76112BB66  
76112BB74  
76112BZY9  
76112BZZ6

**RAMP Series 2005-RZ4**

76112BM72  
76112BM80  
76112BM98  
76112BN22  
76112BN30  
76112BN48  
76112BN55  
76112BN63  
76112BP20  
76112BP38  
76112BP46  
76112BP53

**RAMP Series 2006-RS1**

76112BT75  
76112BT83  
76112BT91  
76112BU24  
76112BU32  
76112BY46  
N/A130656  
N/A130657  
N/A130658

**RAMP Series 2006-RS2**

76112B2C3  
76112B2D1  
76112B2E9  
76112B2F6  
76112B2G4  
76112B2H2  
76112B2S8  
76112B3A6  
N/A132344  
N/A132345

**RAMP Series 2006-RS3**

75156VAB1  
75156VAC9  
75156VAD7  
75156VAP0  
N/A135924  
N/A135925

**RAMP Series 2006-RS4**

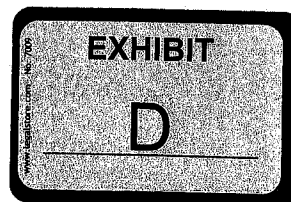
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75156WAD5  
75156WAE3  
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75156WAG8  
75156WAH6  
75156WAP8  
N/A138738  
N/A138739

**RAMP Series 2006-RS5**

75156YAA7  
75156YAC3  
75156YAD1  
75156YAE9  
75156YAF6  
75156YAG4  
75156YAP4  
N/A142028  
N/A142029

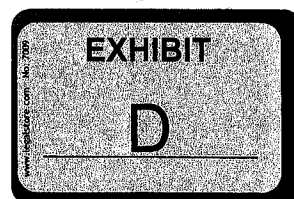
Ladue Associates, Inc.
Passive Asset Transactions, LLC
PATI A, LLC
PATI B, LLC
PATI Real Estate Holdings, LLC
RAHI A, LLC
RAHI B, LLC
RAHI Real Estate Holdings, LLC
RCSFJV2004, LLC
Residential Accredit Loans, Inc.
Residential Asset Mortgage Products, Inc.
Residential Asset Securities Corporation
Residential Capital, LLC
Residential Consumer Services of Alabama, LLC
Residential Consumer Services of Ohio, LLC
Residential Consumer Services of Texas, LLC
Residential Consumer Services, LLC
Residential Funding Company, LLC
Residential Funding Mortgage Exchange, LLC
Residential Funding Mortgage Securities I, Inc.
Residential Funding Mortgage Securities II, Inc.
Residential Funding Real Estate Holdings, LLC
Residential Mortgage Real Estate Holdings, LLC
RFC – GSAP Servicer Advance, LLC
RFC Asset Holdings II, LLC
RFC Asset Management, LLC

ny-1012270



RFC Borrower LLC
RFC Construction Funding, LLC
RFC REO LLC
RFC SFJV-2002, LLC

ny-1012270



At a(n) I.A.S. Part 2 of the Supreme Court held in  
the County of WESTCHESTER, at the County  
Courthouse thereof, City of White Plains, New York, on  
the 16th day of March, 2009.

PRESENT: HON. MARY H. SMITH  
JUSTICE OF THE SUPREME COURT

\_\_\_\_\_  
THE BANK OF NEW YORK TRUST COMPANY, N.A.  
9350 Waxed Way  
San Diego, CA 92123

Plaintiff,

vs.

BARBARA CAMPBELL, MARLENE GAETHERS  
LANGLEY, PHILIP SCOTT, LEASECOMM CORP.,  
SEGUNDO J. CAGUANA D/B/A ALL STATE HOME  
IMPROVEMENT INC.,

Defendant(s).

**JUDGMENT OF FORECLOSURE  
AND SALE**

INDEX NO.: 16483/08

MORTGAGED PREMISES: AND COUNTY COURTS  
12 INVERNESS ROAD  
SCARSDALE, NY 10583

SBL #:  
4-4965-72

MAR 12 2009

CHIEF CLERK  
WESTCHESTER SUPREME  
AND COUNTY COURTS

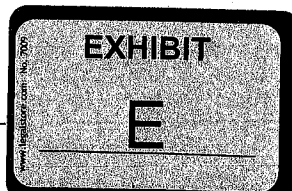
FILED

MAR 25 2009

TIMOTHY C. IDON

COUNTY CLERK  
COUNTY OF WESTCHESTER

On the Summons, Complaint and Notice of Pendency of Action duly filed in this action of July, 2008, and all proceedings thereon, and on reading and filing the Affirmation of Regularity of Steven J. Baum, P.C., by Ryan P. Hanna, Esq., dated the 20th day of November, 2008, and the Affirmation for Execution for Judgment of Foreclosure and Sale, by Suzanne E. Panara, Esq., dated the 5th day of March, 2009, showing that each of the Defendants herein have been duly served with the Summons and Complaint in this action, or have voluntarily appeared by their respective attorneys, and stating that more than the legally required number of days had elapsed since said Defendants were so served and/or appeared; and that none of the Defendants had served any answer to said Complaint, nor had their time to do so been extended or, if they had served an answer, it was dismissed by summary judgment or stipulation of the parties, and upon the attached affidavit of mailing reflecting compliance with CPLR 3215(g)(3)(iii); and that the Complaint herein and due Notice of Pendency of this action containing all the particulars required to be stated therein was duly filed in the Office of the Clerk of the County of WESTCHESTER on the 29th day of July, 2008, and an Order of Reference having been duly executed wherein a Referee was appointed to compute the amount due to the Plaintiff upon the bond/note and mortgage set forth in the Complaint and said Referee having examined and reported whether the mortgaged premises can be sold in parcels,



AND, on reading and filing the report of ANTHONY J. CENTONE ESQ., the Referee named in said Order of Reference, by which Report, bearing date the 19th day of February, 2009, it appears that the sum of \$881,774.84 was due thereon at the date of said Report and that the mortgaged premises cannot be sold in parcels.

NOW, upon proof of due notice of this application upon all parties who had not waived the same,

ON MOTION of Steven J. Bann, P.C., attorney for the Plaintiff, it is

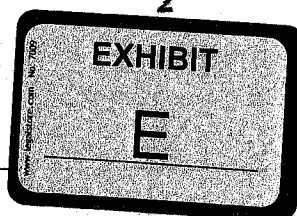
That the defendant(s) filed a Chapter 13 Bankruptcy on the 28th day of April, 2008, filed in the SOUTHERN District of New York, Case Number 08-22589. Attached hereto is a true copy of the Order of Dismissal allowing this foreclosure to proceed.

ORDERED, ADJUDGED AND DECREED, that the said Report of the said Referee be, and the same is hereby in all respects ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED, that the mortgaged premises, and if not sold sooner, any and all personal property in which the Plaintiff has a security interest, as described in the Complaint in this action or such part of the real property thereof as may be sufficient to discharge the mortgage debt, the expense of the sale and the costs of this action as provided by the Real Property Actions and Proceedings Law be sold at public auction at the Lobby of County Courthouse, 111 Dr. Martin Luther King Jr Blvd in the City of White Plains in the County of WESTCHESTER, State of New York, by and under the direction of ANTHONY J. CENTONE ESQ., who is hereby appointed Referee for that purpose; that the said Referee give public notice of the time and place of such sale according to law and the practice of this Court, in an official publication, to wit: The Journal News; or in any publication in compliance with RPAPL § 231; and it is further

ORDERED, ADJUDGED AND DECREED, that the premises be sold in "as is" condition defined as the condition the premises are in as of the date of sale and continuing through the date of closing, and that said sale shall be subject to:

- (a) Rights of the public and others in and to any part of the mortgaged premises that lies within the bounds of any street, alley, or highway; restrictions and easements of record;
- (b) Any state of facts that an accurate, currently dated survey might disclose;
- (c) Rights of tenants, occupants or squatters, if any. It shall be the responsibility of the Purchaser to evict or remove any parties in possession of premises being foreclosed. There shall be no pro-rata



adjustment in favor of the purchaser for any rents that are paid for a period after the date of the foreclosure sale.

(d) The right of redemption of the United States of America, if any;

ORDERED, ADJUDGED AND DECREED, that the Plaintiff or any other parties to this action may become the purchaser or purchasers at such sale; that in case the Plaintiff shall become the purchaser at the said sale, it shall not be required to make any deposit thereon; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee conducting the sale shall pay out of the proceeds of sale all taxes, assessments and water rates which are liens upon the property at time of sale. Purchaser shall be responsible for interest due on any real property tax liens accruing after the first day of the month following the foreclosure sale; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee then take the remaining proceeds of sale *any licensed and insured Webster County banks* and deposit them in his own name as Referee in his ~~IOLA account or other separate account~~ and in addition to executing a deed to the purchaser(s) of the premises sold, shall thereafter make the following payments and his checks drawn for that purpose:

*JSC* *sum of* **FIRST:** The statutory fees of said Referee, ANTHONY J. CENTONE ESQ., for conducting the sale *in the* ~~not~~ **to exceed \$500.00.**

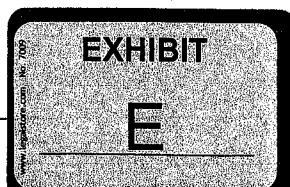
**SECOND:** The expenses of the sale including posting and advertising.

**THIRD:** Said Referee shall also pay to the Plaintiff or its attorney the following:

*3384.82*  
**Costs and Disbursements.** ~~3384.82~~ *3384.82* adjudged to the Plaintiff for costs and disbursements in this action to be taxed by the clerk and inserted herein, with interest at the legal rate thereon from the date of entry hereof.

**Additional Allowances.** \$0.00, is hereby awarded to the Plaintiff in addition to costs with interest at the legal rate thereon from the date hereof;

**Amount Due per Referee's Report.** \$881,774.84, said amount so reported due as aforesaid together with the interest at the contract rate thereon from the date computed to in said Report until the date of entry of this judgment, with interest at the statutory rate thereon until the date of transfer of the Referee's deed, or so much of the purchase money as will the same, and that he take a receipt for said payment and file it with his report of sale.



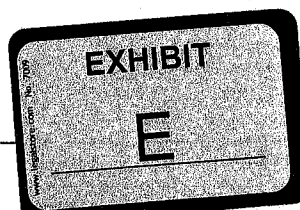


**Attorney Fees.** \$1,250.00 is hereby awarded to the Plaintiff as reasonable legal fees herein, with legal interest from the date of entry of the judgment,

Plaintiff, may, after entry of this judgment, add to the amount due any and all advances made by the Plaintiff for inspection fees, maintenance charges, taxes, insurance premiums or other advances necessary to preserve the property, whether or not said advances were made prior to or after entry of judgment, so long as said charges were not included in the Referee's Report, and the Referee be provided with receipts for said expenditures, all together with interest thereon pursuant to the note and mortgage.

**FOURTH:** That in case the Plaintiff be the purchaser of said mortgaged premises at said sale, said Referee shall not require the Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the Plaintiff a Deed of the premises sold upon the payment to said Referee of the amounts specified above in items marked "First" and "Second"; That the balance of the amount bid, after deducting the amounts paid by the Plaintiff, for Referee's fees, and advertising expenses, shall be allowed to the Plaintiff and applied by said Referee upon the amounts due to the Plaintiff as specified above in item marked "Third"; that if after applying the balance of the amount bid, there shall be a surplus over and above said amounts due to the Plaintiff, the Plaintiff shall pay the same to said Referee, who shall deposit the funds in accordance with paragraph "FIFTH" below.

**FIFTH:** That said Referee deposit the surplus money, if any, with the WESTCHESTER County Commissioner of Finance within five days after the same shall be received and be ascertainable to the credit of this action, to be withdrawn only on the written order of the Court, that the said Referee make his Report of such sale under oath showing the disposition of the proceeds of the sale and file it with the Clerk of the County of WESTCHESTER within thirty days after completing the sale and executing the proper conveyance to the purchaser and that if the proceeds of such sale be insufficient to pay the amount reported due the Plaintiff with interest and costs as aforesaid, the Plaintiff <sup>may be</sup> recover of the Defendant(s) BARBARA CAMPBELL, PHILIP SCOTT, MARLENE GAETHERS LANGLEY the whole deficiency or so much thereof as the Court may determine to be just and equitable of the mortgage debt remaining unsatisfied after the sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed by Section 137 of the Real Property Actions and Proceeding Law within the time limited therein, and the amount thereof <sup>may be</sup> determined and awarded by an order of this Court as provided for in said action; and it



is further

*JSK*  
ORDERED, ADJUDGED AND DECREED, that the purchaser or purchasers at such sale be let into possession *upon personal service of (CPLR 306)* on producing the Referee's Decree and it is further

ORDERED, ADJUDGED AND DECREED, that each and all of the Defendants in this action and all persons claiming under them, or any or either of them, after the filing of such Notice of Pendency of this action, be and they hereby are, barred and foreclosed of all right, claim, lien, title, interest and equity of redemption in the said mortgaged premises and each and every part thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that the liens of the Plaintiff other than the mortgage or mortgages that are the subject matter of this action also be foreclosed herein as though the Plaintiff was named as a party Defendant, specifically reserving to the Plaintiff its right to share in any surplus monies as a result of such position as a lien creditor; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee appointed herein is subject to the requirements of Rule 36.2 (c) of the Chief Judge, and if the Referee is disqualified from receiving appointment pursuant to provisions of that Rule, the Referee shall notify the Appointing Judge forthwith.

That a description of the said mortgaged premises hereinbefore mentioned, is annexed hereto as Schedule A - Legal Description.

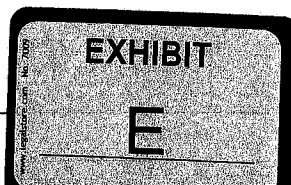
Dated:                       
White Plains, New York

ENTER,

*[Signature]*  
HON. MARY H. SMITH  
JUSTICE OF THE SUPREME COURT

*[Signature]*

CaseGen 118745



**NOTICE OF SALE**  
**SUPREME COURT: WESTCHESTER COUNTY**

The Bank of New York Trust Company, N.A.; Plaintiff(s)  
vs. BARBARA CAMPBELL; Marlene Gaethers-Langley; Philip Scott; et al; Defendant(s)  
ROSICKI, ROSICKI & ASSOCIATES, P.C., 2 Summit Court, Suite 301, Fishkill, NY  
12524 (845)897-1600

Pursuant to judgment of foreclosure and sale granted herein on or about March 16, 2009, I will  
sell at Public Auction to the highest bidder at 111 Dr. Martin Luther King Jr. Boulevard, White  
Plains, NY 10601.

On May 6, 2013 at 10:00 AM

Premises known as 12 INVERNESS RD, SCARSDALE, NY 10583

Section: 4 Block: 4965 Lot: 72

ALL that certain plot, piece or parcel of land, with buildings and improvements thereon erected,  
situate, lying and being in the City of Yonkers, County of Westchester and State of New York  
and shown on a map entitled, "Map Number One, Beech Hill, Property of Beech Hill Estates,  
Inc. City of Yonkers and Town of Greenburgh, Westchester County, New York" dated 6/30/28  
and made by Norman P. Gerhard, Inc., Civil Engineer and Surveyor and filed in the Office of the  
County Clerk, Division of Land Records, formerly Register's Office of Westchester County on  
8/9/28 as map No. 3339 and designated thereon by Lot No. 45.

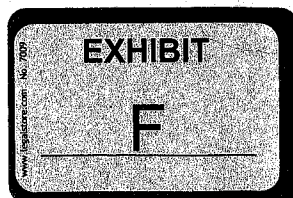
As more particularly described in the judgment of foreclosure and sale.

Sold subject to all of the terms and conditions contained in said judgment and terms of sale.

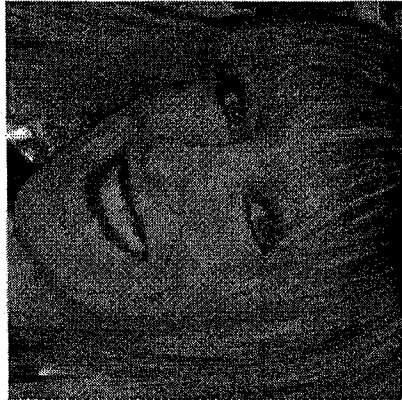
Approximate amount of judgment \$881,774.84 plus interest and costs.

INDEX NO. 016483/2008

Anthony Centone, Esq., REFEREE



LinkedIn



**Gina Gerwig**

Investor Delivery at High Tech Lending

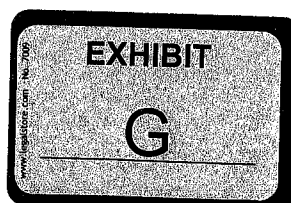
Anaheim, California  
Financial Services

- Previous
1. International City Mortgage,
  2. IMPAC,
  3. IMPAC COMPANIES/Excel Mortgage Servicing

Education

1. US Army

11connections  
Send InMail



Texas, Arizona, Florida, and Colorado. In 2006 189 VA automatic files were guaranteed and 144 FHA DE files were insured for a total of 333 insured case submissions. Trailing Documents delivered after investor purchase is monitored by reports developed to show aged title policies and security instruments. Close contact with agencies and reconciliation of these reports ensures documents are received. Purchasing clearing monitoring to support FLS investors on conditions and suspense's for timely purchases and wires.

**Collateral Management Supervisor**

**FINANCE AMERICA, LLC**

May 2004 – December 2005 (1 year 8 months)

Supervised staff of 17 Collateral Auditors for delivery to Deutsche Bank, OCWEN Servicing and HomEq Servicing.

A monthly collateral delivery varies between 4500 to 5500 monthly in Wet to Dry fundings from \$850 million to \$1 Billion.

Manage collateral processors in six areas for delivery and storage: Branch Receiving Team, Shipping Processors, Copy Center, Reconciliation Group, Restack Group and Canceled/Denied for delivery to corporate file room, custodian and storage.

Branch and corporate support for funding and collateral confirmation on State Specific requirements.

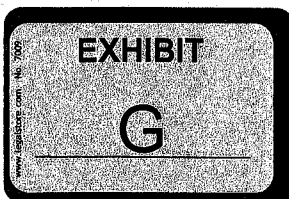
Report monitoring and development to include Not Shipped Report which identified files not received in Collateral Management with follow up to Branches and funders.

Investor loan sale exceptions for purchase, team delegation, investor interfacing and delivery.

**Warehouse Shipping Supervisor/Assistant Secretary**

**AMERIQUEST MORTGAGE COMPANY**

January 2001 – January 2004 (3 years 1 month)



**ZEICHNER ELLMAN & KRAUSE LLP**

575 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10022

(212) 223-0400  
FAX: (212) 753-0396  
www.zeklaw.com

35 MASON STREET  
GREENWICH, CT 06830  
(203) 622-0900  
FAX: (203) 862-9889

STEVEN S. RAND  
(212) 826-5307  
srand@zeklaw.com

103 EISENHOWER PARKWAY  
ROSELAND, NJ 07068  
(973) 618-9100  
FAX: (973) 364-9960

August 27, 2012

Kim DSouza, Esq.  
Law Office of Kim DSouza  
2 Bordi Lane  
Highland, New York 12528

**Barbara Campbell, et al. v.  
The Bank of New York Trust Company, N.A. et al.**

Dear Mr. DSouza:

In response to your letter dated August 21, 2012, please note that Bank of New York Trust Company, N.A. commenced the foreclosure action in its capacity as Trustee for the Trust (known as Residential Asset Mortgage Products Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2005-RZ3.)

Accordingly, there is no need to add another potential claimant to the action and we see no need for any motion practice on this issue.

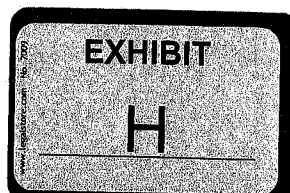
Please respond and confirm that our understanding is correct.

Very truly yours,

Steven S. Rand

SSR:mzg

cc: Theodora D. Vasilatos, Esq. (by email)





**Process Loans, Not Paperwork™** www.mersonline.org  
1000001

## MIN SUMMARY



### Summary

1000523-0041793415-4

Active (Registered)

Reinstated or Modified (option 1) as iRegistration

iRegistration

First Lien

12 INVERNESS RD

SCARSDALE, NY 10583-3503

Reg Date

06/22/2005

County

Westchester

QR

N

Primary Borrower

CAMPBELL, BARBARA

SSN

Co-Borrower

SCOTT, PHILLIP

Pool Number

RAMP2005RZ3ARM

Investor Loan Number

9860648

Note Amount

\$725,000.00

Note Date

06/16/2005

Servicer

1000440 - Residential Funding Company, LLC

Custodian

1000573 - Wells Fargo Mortgage Document Custody

Investor

1000543 - RFC Trustee 03

Subservicer

1000375 - GMAC Mortgage, LLC

Interim Funder

N/A

Originating Organization

N/A

Property Preservation Co.

1007776 - First American Default Information Services LLC - PPC

### Pending Batches

Batch

Number

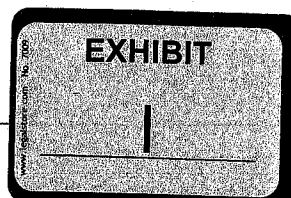
Transfer Type

Status

Transfer Date

Sale Date

No Pending Batches!





## Produce Leads, Not Paperwork™

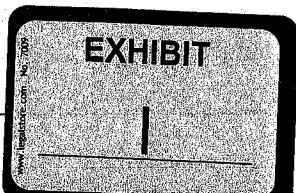
**THE UNIVERSITY OF CHICAGO**

**MILESTONES for 1008523-0041793415-4**

[illegible]

[https://www.meronline.org/mer/security/validate\\_login.jsp](https://www.meronline.org/mer/security/validate_login.jsp)

SI 17010





UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BARBARA CAMPBELL, MARLENE GATHERS,  
and PHILLIP SCOTT,

Plaintiffs,

- against -

THE BANK OF NEW YORK TRUST CO.,  
JPMORGAN CHASE BANK, and GMAC  
BANK,

Defendants.

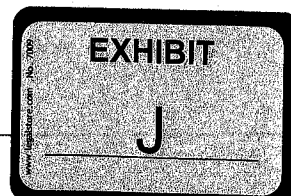
Civ No.: 11-CV-01588 (CS)

**NOTICE OF BANKRUPTCY  
AND EFFECT OF AUTOMATIC STAY**

Defendant and debtor, GMAC Mortgage, LLC (the "Debtor"), by and through their undersigned counsel, in accordance and consistent with section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), respectfully submit this Notice of Bankruptcy and Effect of Automatic Stay, and sates as follows:

1. On May 14, 2012 (the "Petition Date"), the Debtor and certain of their affiliates filed voluntary petitions (the "Petitions") under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408 (the "Bankruptcy Code"). The Debtor's cases are jointly administered under the Chapter 11 Case for the debtor Residential Capital, LLC, et al., is indexed as case number 12-12020.

2. The "automatic stay" is codified in section 362 of the Bankruptcy Code. Section 362(a), *inter alia*, operates as an automatic stay of: (i) the commencement or continuation of a "judicial, administrative, or other action or proceeding" against the Debtor (11 U.S.C. §



362(a)(1)); (ii) acts to "obtain possession of property" of the Debtor's estate (11 U.S.C. § 362(a)(3)); and (iii) acts to "collect, assess, or recover a claim" against the Debtor arising prior to the Petition Date (11 U.S.C. § 362(a)(6)).

3. The above-captioned action constitutes a "judicial, administrative, or other action or proceeding" against the Debtor, an act to obtain possession of the Debtor's property, and/or an act to collect or recover on a claim against the Debtor.

4. Accordingly, the above-captioned lawsuit should be stayed pursuant to 11 U.S.C. § 362(a).

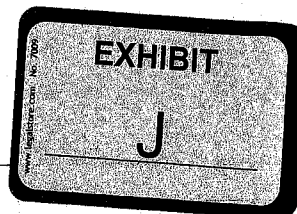
5. Any action taken by the Plaintiff against the Debtor without obtaining relief from the automatic stay from the Bankruptcy Court may be void *ab initio* and may result in finding of contempt against Plaintiff by the Bankruptcy Court. The Debtor reserves and retains all of its statutory rights to seek relief in Bankruptcy Court from any action, judgment, order, or ruling entered in violation of the Automatic Stay.

Dated: August 14, 2012  
New York, New York

ZEICHNER ELLMAN & KRAUSE LLP  
Attorneys for GMAC Mortgage, LLC

By: /s/ Theodora D. Vasilatos

Steven S. Rand, Esq.  
Theodora D. Vasilatos, Esq.  
575 Lexington Avenue  
New York, New York 10022  
(212) 223-0400



STATE OF NEW YORK, COUNTY OF

Index No.

Year

**LAW OFFICE OF KIM DSOUZA**

*Attorney(s) for*

*Office and Post Office Address, Telephone*



**KIM DSOUZA**  
1131 Route 55, Suite #6  
LaGrangeville, NY 12540

**To**

**Signature (Rule 130-1.1-a)**

*Print name beneath*

**Service of a copy of the within is hereby admitted.**

**Attorney(s) for**

**Dated:**

**PLEASE TAKE NOTICE:**

☐ **NOTICE OF ENTRY**

that the within is a (certified) true copy of a  
duly entered in the office of the clerk of the within named court on

☐ **NOTICE OF SETTLEMENT**

that an order  
will be presented for settlement to the HON.  
within named Court, at  
on at M.

**Dated,**

of which the within is a true copy  
one of the judges of the

**Yours, etc.**

**LAW OFFICE OF KIM DSOUZA**

**NOTICE OF SALE**  
**SUPREME COURT: WESTCHESTER COUNTY**

The Bank of New York Trust Company, N.A.; Plaintiff(s)  
vs. BARBARA CAMPBELL; Marlene Gaethers-Langley; Philip Scott; et al; Defendant(s)  
ATTORNEY(S) FOR PLAINTIFF(S): ROSICKI, ROSICKI & ASSOCIATES, P.C., 2 Summit  
Court, Suite 301, Fishkill, NY 12524 (845) 897-1600

Pursuant to judgment of foreclosure and sale granted herein on or about March 16, 2009, I will  
sell at Public Auction to the highest bidder at the Lobby of County Courthouse, 111 Dr. Martin  
Luther King Jr. Boulevard, White Plains, NY 10601.

On August 8, 2013 at 10:00 AM

Premises known as 12 INVERNESS RD, SCARSDALE, NY 10583

Section: 4 Block: 4965 Lot: 72

ALL that certain plot, piece or parcel of land, with buildings and improvements thereon erected,  
situate, lying and being in the City of Yonkers, County of Westchester and State of New York  
and shown on a map entitled, "Map Number One, Beech Hill, Property of Beech Hill Estates,  
Inc. City of Yonkers and Town of Greenburgh, Westchester County, New York" dated 6/30/28  
and made by Norman P. Gerhard, Inc., Civil Engineer and Surveyor and filed in the Office of the  
County Clerk, Division of Land Records, formerly Register's Office of Westchester County on  
8/9/28 as map No. 3339 and designated thereon by Lot No. 45.

As more particularly described in the judgment of foreclosure and sale.

Sold subject to all of the terms and conditions contained in said judgment and terms of sale.

Approximate amount of judgment \$881,774.84 plus interest and costs.

INDEX NO. 016483/2008

Anthony J. Centone, Esq., REFEREE

KIM DSOUZA  
*Attorney for Defendant Phillip Scott*  
1131 St. Rt. 55, Suite #6  
LaGrangeville, New York 12540  
(845) 570-9300

August 5, 2013

Chambers of Hon. Mary H. Smith  
Supreme Court of the State of New York  
Westchester County Courthouse  
111 Dr. Martin Luther King Jr. Boulevard  
White Plains, New York 10601

RE: The Bank of New York Trust Company, N.A. v. Phillip Scott, Index No.: 08/16483

Dear Hon. Judge Smith,

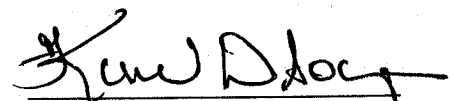
I represent the Defendant, Phillip Scott, in the above referenced matter.

Enclosed please find a copy of the e-track entry for the above case showing submission of a motion without opposition.

Please note that I did not receive the motion papers. I requested copies from opposing counsel, and the court, and both refused to provide same.

Please note that I object to entry of any relief on the motion until I have had opportunity to read it and respond.

Although I cannot easily address the merits of a response to a motion to which I do not have access, I likely will raise the issue that the Bankruptcy Court retains jurisdiction.



Kim DSouza, Esq.  
1131 St. Rt. 55, Suite #6  
LaGrangeville, NY 12540  
845-570-9300

TO:

Anthony Centone, P.C.,  
Court Appointed Foreclosure Referee

244 Westchester Avenue  
White Plains, New York 10604

Timothy Menasco, Esq.  
Rosicki, Rosicki, and Associates, P.C.  
26 Harvestor Avenue  
Batavia, New York 14020

Steven S. Rand, Esq.  
Zeichner, Ellman, & Krause  
575 Lexington Avenue  
New York, New York 10022



*Web Civil Supreme - Appearance Detail*

Court: Westchester Civil Supreme  
 Index Number: 016483/2008  
 Case Name: BANK OF NEW YORK vs. CAMPBELL, BARBARA  
 Case Type: Foreclosure  
 Track: Standard

**Appearance Information:**

Appearance Date	Time	On For	Appearance Outcome	Justice / Part	Comments	Motion Seg
07/26/2013		Post Judgment	Pd - Fully Submitted No Opp	MARY H. SMITH MARY H. SMITH - MTN	AFFID OF SERV FWD PART	005